

EXHIBIT D



SERVICE AGREEMENT

This Service Agreement is entered into as of **January 11, 2021** (the "Effective Date"), between **Smith Law Group** (the "Customer") and Majority Strategies, LLC and its subsidiaries (collectively as "Majority Strategies"), collectively referred to as the "Parties". Customer is electing to use Majority Strategies for the Services detailed in the attached Scope of Services.

1. Key Terms

- a. **Term:** 1-year from the Effective Date.
- b. **Termination:** In the event that either Party wishes to terminate this Agreement prior to expiration of agreed upon Term, that Party will be required to provide 30-days written notice to the other Party.
- c. **Payment:** Customer agrees to pay for services provided as detailed in the attached Scope of Services and agrees to pay the corresponding amounts for these services as invoiced within 15 days, unless otherwise agreed upon to and specified in the attached schedule of fees.
- d. **Currency:** All monetary amounts referred to in this Agreement are in USD (United States Dollar).

2. General Terms

a. Delivery of Services.

- i. All work will be done in a good and workmanlike manner in accordance with this contract and Majority Strategies shall be entitled to rely on instructions given by the Customer.
- ii. Majority Strategies retains the sole responsibility over its staffing on this project and shall direct the manner in which the services are delivered as well as provide the necessary equipment, tools, materials, and supplies necessary to perform these services.
- iii. Majority Strategies agrees to perform in accordance with the customs and practices of the industry but it expressly excludes all other guarantees, warranties or representations. Customer understands that Majority Strategies will not be responsible for any indirect or consequential damages, and its sole liability is limited to the reasonable costs of correcting any errors found within any agreed upon menu products.
- iv. Majority Strategies shall be the sole owner of all tangible and intangible properties associated with this relationship unless otherwise agreed. Customer agrees that Majority Strategies owns all data collected by Majority Strategies as well as all creative content provided by Majority Strategies for use to perform the agreed upon Services. Customer agrees that its use of the creative content shall be solely for these Services and that Customer will not use the creative or data in the future without Majority Strategies permission.
- v. Majority Strategies shall not be responsible for unavoidable delays beyond its control including, but not limited to, acts of terror, labor stoppages, strikes, fire or acts of God.
- vi. The Parties have no intention of initiating or soliciting direct communication with any members of any class action or putative class action in which SLG is



SERVICE AGREEMENT

counsel of record, except as such class members are also members of the general public and/or have expressed a political or socio-economic interest in the student debt crisis.

- vii. The Parties understand that Customer is bound to act in accordance with the ethical and professional duties imposed upon all attorneys licensed by the State of New York, and that such duties extend to any agents working on SLG's behalf. To that end, the Parties conferred with SLG's ethics counsel, Lucian Pera, Esq. who advised that SLG review and authorize any materials that could be construed as SLG advertising or an offer of legal services.
- b. **Limitations of Liability and Warranty:** Majority Strategies shall be defended, indemnified and held harmless by the Customer against any and all claims, losses, damages, expenses or judgments for any claimed acts of alleged libel, copyright infringements, plagiarism, invasion of privacy or civil rights or for any other claim which results from the items produced under to this contract. Likewise, Majority Strategies shall indemnify, hold harmless and defend the Customer from any similar claims which arise out of unauthorized deletions, changes, or additions made by its staff to materials supplied by the Customer.
- c. **Relationship of the Parties:** It is understood that Majority Strategy is an independent contractor in the performance of this agreement and not an employee of the Customer. Nothing contained herein shall be construed to imply an employment, joint venture or principal and agent relationship between the parties, and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other.
- d. **Confidentiality:** Majority Strategy agrees to keep confidential all material and information therein received from Customer, including but not limited to supporter lists, mail files, polling information, email/phone number data or other such information provided by the Customer to Majority Strategies to assist with the Services. Each party shall protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that such party uses to protect its own like information. Neither party shall disclose to third parties the other's Confidential Information without the prior written consent of the other party. Majority Strategies and Customer shall require that any representative of either party who receives confidential information to comply with the terms and conditions of this Agreement. Neither party shall use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement.
- e. **Governing Law:** This Agreement shall take effect under and be governed by the laws of the State of Florida.

The parties hereto agree to all of the foregoing to be executed by their authorized signatories as of the Effective Date.

Customer

Majority Strategies, LLC



SERVICE AGREEMENT

Signature: ____/s Austin C. Smith_____

Signature: *Reid Vineis*

Name: ____Austin Smith_____ Name: ____Reid Vineis_____

Title: _Partner/SLG_____ Title: _VP of Digital_____

Date: ____1/11/20_____ Date: ____1/11/2021_____



SERVICE AGREEMENT

Scope of Services

TO: Austin Smith

FROM: Reid Vineis, Majority Strategies

RE: Updated - Navient Public Affairs Campaign

DATE: January 11, 20201

Below is the budget for the Navient affairs campaign. The program would run from January 12, 2021 – February 12, 2021. The goal of the effort is to get advertising in front of key decision makers at Navient. Majority Strategies will deliver banner ads, a direct ad buy on Politico or other new website, and video ads.

NAVIENT BUDGET

ITEM	BUDGET
Banner Ads	\$10,000 Ads will be geofence Navient headquarters and office buildings as well as key locations in Washington DC such as US Capitol, CFPB and Department of Education.
Direct Ad Buy	\$11,000 Takeover of Politico education policy section takeover, The Education Policy Section sponsorship provides a takeover of all ads on the Education Policy Section Front and 300,000 impressions across “Education” tagged articles (both behind the paywall and free) from Monday through Sunday. If Politico is not available we will find a comparable alternative website.
Video Ads	\$19,750 800,000 est. impressions Ads geofenced in Washington DC and targeting Navient office locations. Ads will run on YouTube, and on apps/websites (i.e. ESPN.com etc).
Video Production (0:30 video)	\$4,250

**SERVICE AGREEMENT**

501c4 Management	5% of funds / \$2,500
Legal Fees	\$2,500 est. (billed at cost)
TOTAL	\$50,000.00